

PART I – THE SCHEDULE
SECTION B - Supplies or Services and Prices
SCHEDULE OF ITEMS

Bid Item 1: The Contractor shall furnish all labor, materials, equipment, tools, supplies, supervision, and transportation to resurface and re-slope approximately 400 square feet of spalled concrete on top of the portable water reservoir in accordance with the project specifications and drawings contained herein.

Item	Description	Qty	Unit	MM	Unit Price	Total Price
A	Repair Spalled Concrete Surface	400	SF	CQ	\$	\$
Total Bid Item A:					\$	

Note: Any other Items of work shown on the drawings or required by the specifications shall be considered incidental to the bid items shown and no additional payment will be made.

*Note to contractors: Davis-Bacon wage rates applicable to this project are attached. Successful contractor is required to pay these rates at a minimum for the category of worker that will be used on this job. Contractor is required to submit weekly payrolls to project COR, and to keep payrolls filed for three years subject to DOL review.

*Contractor must be registered in the Central Contractor Registration Database (CCR) and in Online Representations and Certifications (<https://orca.bpn.gov/>) to receive award of contract. Access CCR on the internet at www.ccr.gov. Successful contractor must be registered within 5 days of notification of award.

*Questions concerning technical aspects of this project may be directed to Jay Chapman at 423-476-9782.

*A complete quote package will include cover sheet, SF-18 (complete blocks 13, 14, 15 and 16), and completed Schedule of Items, Section B. Quotes may be faxed to Nina Barrow at 423-339-8635, or delivered hard copy.

SECTION C - Description/Specifications/Statement of Work

100 – GENERAL**110 - Scope of Contract**

The Contractor shall furnish all labor, materials, equipment, tools, supplies, supervision, and transportation to resurface and re-slope approximately 400 square feet of spalled concrete on top of the portable water reservoir, Ocoee Whitewater Center, Cherokee National Forest, in strict accord with applicable specifications, terms, and conditions herein.

120 - Project Location

The project is located at Ocoee Whitewater Center well house located on the Ocoee Ranger District of the Cherokee National Forest in Polk County TN. Start at Ocoee Whitewater Center, Drive east on Hwy 64 approximately two to three miles. Reservoir is on right (south side of highway). Look for a small block building inside chain linked fence area.

130 - Price Range

The price range is: less than \$25,000.

200 - TECHNICAL**210 – Specifications**

See Specifications and drawings, Section J, page 13.

300 – INSPECTION AND ACCEPTANCE

A Contracting Officer's Representative (COR) shall be designated in writing for this project. Inspection and acceptance will be made by the COR in accordance with Clause 52.246-12, Inspection of Construction (see Section E). Random inspections may be performed by the Government.

400 – MEASUREMENT AND PAYMENT

Measurement will be based on quantities named in the schedule of items. Payment shall be made in accordance with Clause 52.232-1 Payments, at the established unit prices for work based on units completed by the contractor and accepted by the government.

452.211-72 Statement of Work/Specifications. (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

452.211-73 Attachments to Statements of Work/Specifications. (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

SECTION D - Packaging and Marking
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(For this Solicitation, there are NO clauses in this Section)

SECTION E - Inspection and Acceptance
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52.246-12 Inspection of Construction. (APR 1996)

(a) *Definition.* "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not -

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may -

- (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
- (2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

SECTION F - Deliveries or Performance**52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **21 Calendar Days following the effective date of the Notice to Proceed.** The time stated for completion shall include final cleanup of the premises.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**52.242-14 Suspension of Work. (APR 1984)****SECTION G - Contract Administration Data****452.215-73 Postaward Conference. (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within **10** days after the date of contract award. The conference will be held at:

**USDA Forest Service, Supervisor's Office
2800 Ocoee Street North
Cleveland, TN 37312.**

SECTION H - Special Contract Requirements**Utility Services**

- A. This work includes temporary facilities, utilities and other related items necessary to complete the project indicated by the contract documents.
- B. Electricity is 110V, single phase and is available for the contractor's use at no charge.
- C. Potable water is available.
- D. There are no sanitary facilities at the site. The Contractor shall provide sanitary facilities.

PART II – CONTRACT CLAUSES**SECTION I - Contract Clauses****52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far/

www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)
52.211-18	Variation in Estimated Quantity. (APR 1984)
52.219-6	Notice of Total Small Business Set-Aside. (JUN 2003)
52.222-3	Convict Labor. (JUN 2003)
52.222-6	Davis-Bacon Act. (JUL 2005)
52.222-7	Withholding of Funds. (FEB 1988)
52.222-8	Payrolls and Basic Records. (JUN 2010)
52.222-9	Apprentices and Trainees. (JUL 2005)
52.222-10	Compliance with Copeland Act Requirements. (FEB 1988)
52.222-11	Subcontracts (Labor Standards). (JUL 2005)
52.222-12	Contract Termination - Debarment. (FEB 1988)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations. (FEB 1988)
52.222-14	Disputes Concerning Labor Standards. (FEB 1988)
52.222-15	Certification of Eligibility. (FEB 1988)
52.222-20	Walsh-Healey Public Contracts Act. (OCT 2010)
52.222-21	Prohibition of Segregated Facilities. (FEB 1999)
52.222-26	Equal Opportunity. (MAR 2007)
52.222-27	Affirmative Action Compliance Requirements for Construction. (FEB 1999)
52.222-36	Affirmative Action for Workers with Disabilities. (OCT 2010)
52.222-50	Combating Trafficking in Persons. (FEB 2009)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (DEC 2007)
52.223-5	Pollution Prevention and Right-to-Know Information. (MAY 2011)
52.223-6	Drug-Free Workplace. (MAY 2001)
52.223-15	Energy Efficiency in Energy-Consuming Products. (DEC 2007)
52.224-1	Privacy Act Notification. (APR 1984)
52.224-2	Privacy Act. (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases. (JUN 2008)
52.227-4	Patent Indemnity--Construction Contracts. (DEC 2007)
52.232-5	Payments under Fixed-Price Construction Contracts. (SEP 2002)
52.232-23	Assignment of Claims. (JAN 1986)
52.232-27	Prompt Payment For Construction Contracts. (OCT 2008)
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)
52.233-1	Disputes. (JUL 2002)

52.233-3	Protest after Award. (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
52.236-2	Differing Site Conditions. (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work. (APR 1984)
52.236-5	Material and Workmanship. (APR 1984)
52.236-6	Superintendence by the Contractor. (APR 1984)
52.236-7	Permits and Responsibilities. (NOV 1991)
52.236-8	Other Contracts. (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)
52.236-10	Operations and Storage Areas. (APR 1984)
52.236-11	Use and Possession Prior to Completion. (APR 1984)
52.236-12	Cleaning Up. (APR 1984)
52.236-14	Availability and Use of Utility Services. (APR 1984)
52.236-16	Quantity Surveys. (APR 1984)
52.236-17	Layout of Work. (APR 1984)
52.236-21	Specifications and Drawings for Construction. (FEB 1997)
52.236-26	Preconstruction Conference. (FEB 1995)
52.243-5	Changes and Changed Conditions. (APR 1984)
52.244-6	Subcontracts for Commercial Items. (DEC 2010)
52.245-1	Government Property. (AUG 2010)
52.246-21	Warranty of Construction. (MAR 1994)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)
52.249-10	Default (Fixed-Price Construction). (APR 1984)
52.253-1	Computer Generated Forms. (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.232-70	Reimbursement for Bond Premiums - Fixed-Price Construction Contracts. (NOV 1996)
452.236-71	Prohibition Against the Use of Lead-Based Paint. (NOV 1996)
452.236-72	Use of Premises. (NOV 1996)
452.236-73	Archaeological or Historic Sites. (FEB 1988)
452.236-74	Control of Erosion, Sedimentation, and Pollution. (NOV 1996)
452.236-76	Samples and Certificates. (FEB 1988)
452.236-77	Emergency Response. (NOV 1996)

52.204-7 Central Contractor Registration. (APR 2008)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

52.225-9 Buy American Act - Construction Materials. (SEP 2010)

(a) *Definitions.* As used in this clause -

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled

from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: **None**

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that -

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government

evaluation of the request, including -

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

List *name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*

Include other applicable supporting information.

** Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).*

Order of Precedence--Construction

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the specifications)
- (2) Representations and Other Instructions
- (3) Contract Clauses
- (4) Other Documents, Exhibits, and Attachments
- (5) The Specifications
- (6) Drawings

PART III - List of Documents, Exhibits, and Other Attachments

SECTION J - List of Documents, Exhibits, and Other Attachments

Wage Determination – TN100114 07/01/2011 TN114	3 Pages
Specifications	5 Pages
Reservoir Drawing	1 Page

Wage Determination

General Decision Number: TN100114 07/01/2011 TN114
 Superseded General Decision Number: TN20080114
 State: Tennessee
 Construction Type: Building
 County: Polk County in Tennessee.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	04/23/2010
2	08/27/2010
3	01/21/2011
4	03/18/2011
5	06/17/2011
6	07/01/2011

BOIL0453-003 01/01/2009

	Rates	Fringes
BOILERMAKER.....	\$ 27.63	13.72

CARP0074-001 05/01/2009

	Rates	Fringes
CARPENTER.....	\$ 19.95	6.71

* ELEC0175-004 07/01/2011

	Rates	Fringes
ELECTRICIAN.....	\$ 28.08	11.6%+6.35

SHEE0005-010 06/01/2010

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct and Metal Roof Installation).....	\$ 23.96	8.93

SUTN2009-097 09/21/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.80
CEMENT MASON/CONCRETE FINISHER...	\$ 17.55	1.57

HVAC MECHANIC (System

Installation Only).....	\$ 11.25	1.40
LABORER: Common or General.....	\$ 12.00	3.70
LABORER: Landscape.....	\$ 10.67	0.89
LABORER: Mason Tender - Brick....	\$ 10.00	0.80
LABORER: Roof Tearoff.....	\$ 9.75	0.49
OPERATOR: Bobcat/Skid Loader....	\$ 17.53	0.00
OPERATOR: Mechanic.....	\$ 18.66	3.39
OPERATOR: Paver.....	\$ 13.50	0.00
OPERATOR: Roller.....	\$ 13.98	0.00
PAINTER: Spray Only.....	\$ 14.30	0.00
PLUMBER.....	\$ 16.26	5.76
ROOFER: Built up Roof.....	\$ 12.74	0.00
ROOFER: Rubber Roof.....	\$ 15.73	0.00
ROOFER: Single Ply Roof.....	\$ 16.50	0.32
TILE FINISHER.....	\$ 10.00	0.74
TRUCK DRIVER: Dump Truck.....	\$ 12.56	0.00
TRUCK DRIVER: Material Truck....	\$ 16.50	1.95
TRUCK DRIVER: Pickup Truck.....	\$ 11.70	3.92

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

OCOEE WHITEWATER CENTER

RESERVOIR REPAIR 2011

SPECIFICATIONS

SPECIFICATIONS INDEX

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July 2011

SECTION 01010
SUMMARY OF WORK

PART 1 – GENERAL

- E. The Contractor shall furnish all labor, materials and equipment to complete the project in accordance with the project specifications and drawings.
- F. The specific items of work include the resurfacing and re-sloping of approximately 400 square feet of concrete on top of a potable water reservoir.
- G. The project is located at Ocoee Whitewater Center well house located on the Ocoee Ranger District of the Cherokee National Forest in Polk County TN. Start at Ocoee Whitewater Center, drive east on Hwy 64 approximately two to three miles. Reservoir is on right (south side of highway). Look for a small block building inside chain linked fence area.

SECTION 01510
TEMPORARY FACILITIES

PART 1 – GENERAL

- H. This work includes temporary facilities, utilities and other related items necessary to complete the project indicated by the contract documents.
- I. Electricity is 110V, single phase and is available for the contractor's use at no charge.
- J. Potable water is available.
- K. There are no sanitary facilities at the site. The Contractor shall provide sanitary facilities.

SECTION 01560
WASTE DISPOSAL

PART 1 – GENERAL

- A. The Contractor shall keep the construction site clean and orderly. Debris shall be removed from the site and properly disposed of by the Contractor.

SECTION 03301
CAST-IN-PLACE CONCRETE REPAIR AND RESURFACING

PART 2 - GENERAL

2.1 SECTION INCLUDES

- A. This Section specifies concrete repair and resurfacing including formwork, reinforcement, surface preparation, concrete materials, mixture design, placement procedures, and finishes.

2.2 RELATED WORK

- A. N/A

2.3 SUBMITTALS

- A. Product Data:
 - 1. Cementitious Patch Material
 - 2. Water-based concrete sealer

2.4 QUALITY ASSURANCE

- A. Contractor Qualifications: A firm experienced in ready-mixed concrete products and concrete repair products that comply with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. ACI 301, "Specification for Structural Concrete," Sections 1 through 5.
 - 2. ACI 302.1R, "Guide for Concrete Floor and Slab Construction."
 - 3. ACI 305R, "Hot Weather Concreting."
 - 4. ACI 306R - Cold Weather Concreting."
 - 5. ACI 308R, "Guide to Curing Concrete."
 - 6. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- B. Preinstallation Conference: Conduct conference at Project site.

PART 3 - PRODUCTS

3.1 FORM-FACING MATERIALS

- A. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

3.2 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, Type I

- B. Normal-Weight Aggregates: ASTM C 33, graded, **3/8-inch** (9.5-mm) nominal maximum coarse-aggregate size.
 - 1. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M and potable.
- D. Cementitious self-leveling patch/topping material produced specifically for repairing spalled concrete surfaces in exterior locations. Two possible sources include:
 - 1. **ARDEX K 301 Exterior Self-Leveling Concrete Topping** (www.ardex.com) or approved equal
 - 2. **Mapecem Quickpatch** as manufactured by MAPEI (www.mapei.com) or approved equal

3.3 CONCRETE PATCH MATERIAL MIXING

- 1. Mix according to manufacturer's recommendations

PART 4 - EXECUTION

4.1 SURFACE PREPARATION

- A. Clean the surface by removing any foreign substance that could interfere with the bond including dirt, paint, tar, asphalt, wax, oil, grease, latex compounds, sealers, curing compounds, form release agents, laitance, loose toppings and adhesive residues.
- B. Mechanically roughen entire surface by sand blasting, etching, scarifying or similar means.
- C. Chip areas of severe damage to create edges at right angles or undercut to the surface.
- D. Follow manufacturer's recommendations in addition to the above requirements.

4.2 CONCRETE PLACEMENT

- A. Before placing concrete, verify the installation of formwork, reinforcement, surface preparation and embedded items is complete. Notify the Contracting Officer's Representative (COR) 24 hrs prior to placing concrete.
- B. Sufficiently wet or dry surface to produce a saturated surface dry condition (SSD).
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

4.3 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Broom Finish: Apply a broom finish to exterior surfaces

4.4 CONCRETE PROTECTING AND CURING

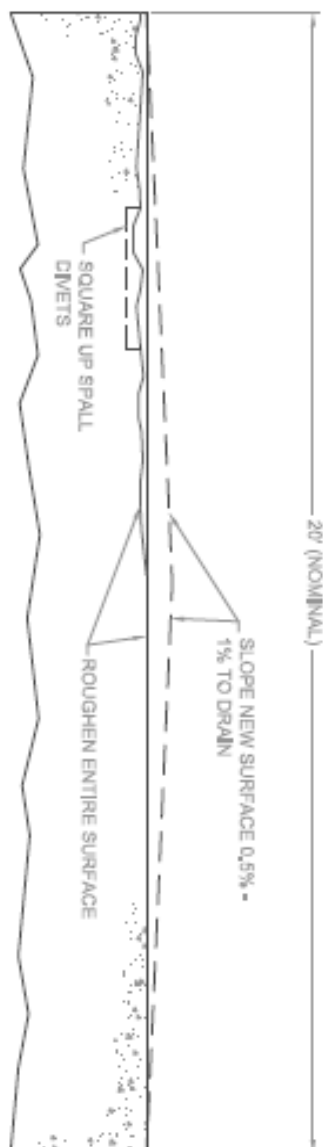
- A. Protect and cure and according to manufacturer's recommendations

4.5 CONCRETE SURFACE REPAIRS

- A. Defective Areas: Repair and patch defective areas when approved by COR. Remove and replace concrete that cannot be repaired and patched to COR's approval.

END OF SECTION

OCOEE WHITEWATER CENTER RESERVOIR REPAIR 2011



RESERVOIR SECTION VIEW

NO SCALE

SECTION K - Representations, Certifications, and Other Statements of Offerors

NOTE: Offerors should address questions concerning VETS-100 reporting and reporting requirements to the Office of Veterans Employment and Training Services offices at the following address:

U. S. Department of Labor
VETS-100 Reporting
4200 Forbes Blvd., Suite 202
Lanham, MD 20703
Telephone: (301) 306-6752
Website: www.vets100.cudenver.edu
Reporting Questions: HelpDesk@vets100.com
Reporting Verification: Verify@vets100.com

52.204-8 Annual Representations and Certifications. (MAY 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237310.

(2) The small business size standard is \$33.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated: [only applicable clauses are listed]

(ix) 52.219-1, Small Business Program Representations. This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-- Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.219-28 Post-Award Small Business Program Rerepresentation. (APR 2009)

(a) *Definitions.* As used in this clause -

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts -

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor

may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ____ is, ____ is not a small business concern under NAICS Code _____ assigned to contract number _____. *(Contractor to sign and date and insert authorized signer's name and title).*

52.223-1 Biobased Product Certification. (DEC 2007)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

SECTION L - Instructions, Conditions, and Notices to Offerors or Respondents

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries. (FEB 1988)**52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

52.222-5 Davis-Bacon Act--Secondary Site of the Work. (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade: **4.5%**

Goals for female participation for each trade: **6.9%**

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of

minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Copperhill, Tennessee, Polk County.

52.225-10 Notice of Buy American Act Requirement - Construction Materials. (FEB 2009)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested -

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

452.237-71 Pre-Bid/Pre-Proposal Conference. (FEB 1988)

(a) The Government is planning a pre-bid/pre-proposal conference, during which potential offerors may obtain a better understanding of the work required.

(b) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(c) In order to facilitate conference preparations, it is requested that the person named on the Standard Form 33 of this solicitation be contacted and advised of the number of persons who will attend.

(d) The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

(f) The conference will be held:

Date:	Tuesday, August 23, 2011
Time:	10:00 am - EST
Location:	Ocoee Whitewater Center 4400 Hwy 64 Copperhill, TN 37317

SECTION M - Evaluation Factors for Award

AWARD DETERMINATION

Award will be made to the contractor whose proposal represents the best value to the Government, price and other factors considered. Other factors include past performance and experience. Award will not necessarily be made to the lowest priced proposal. For evaluation purposes, other factors are approximately equal to price.